



**NORTH DAKOTA DEPARTMENT OF HEALTH**  
**Environmental Health Section**

**Location**

1200 Missouri Avenue  
Bismarck ND 58504 5264

**Fax #**

701 328 5200

**Mailing Address**

P O Box 5520  
Bismarck ND 58506 5520

August 24 1999

Michael Sanderson Director  
Superfund Division  
US EPA Region 7  
901 N 5<sup>th</sup> St  
Kansas City KS 66101

Dear Mr Sanderson

A few weeks ago I was contacted by Mr Bernard Becker Becker Electric Bismarck North Dakota regarding correspondence (copy enclosed) he had received from your agency and Katten Muchin and Zavis the law firm representing the PRP Steering Committee for the PCB Treatment Inc Superfund Site Mr Becker was admittedly intimidated by the letters and the cash out settlement offer he received

After reviewing the correspondence I had a pleasant conversation with Ms Pauletta France Isetts of your staff I my conversation I expressed that I felt sympathetic towards Mr Becker s apparent limited involvement in this case and the apparent consequences In a nutshell Becker Electric (BE) was a subcontractor to a contractor for the City of Mandan ND in February 1986 BE arranged for the disposal of one (1) transformer for the City of Mandan It appears BE made arrangements with a legitimate transporter the transformer was properly manifested and the transformer was sent to a permitted disposal facility Now some 13 years later BE is offered a cash out settlement offer of \$33 900 from the PRP steering committee law firm as a de minimis party Mr Becker is sixty one (61) years old and has three (3) employees in this small company

I ve been working in this Department s Environmental Health Section (EHS) for 23 years and was a former manager of the hazardous waste program Currently I m a senior environmental engineer wearing a number of hats on the EHS Chief s staff one of which is small business ombudsman I m familiar with the long arm of CERCLA liability and believe that truly responsible parties should bear a fair share of cleanup costs And although EPA may have authority to bring BE in as a PRP or RP under CERCLA letter of the law I would on behalf of BE ask your agency to reconsider the proportion of BE s responsibility

When asked Ms France Isetts indicated that it may be possible for Mr Becker to correspond directly with your agency versus the Steering Committee law firm Any advice on how Mr Becker should proceed would be greatly appreciated Thank you for your consideration

Sincerely

Jeffrey L Burgess P E  
Small Business Ombudsman

2015754



Environmental Health  
Section Chief s Office  
701 328 5150

Environmental  
Engineering  
701 328 5188

Municipal  
Facilities  
701 328 5211

Waste  
Management  
701 328 5166

Water  
Quality  
701 328 5210



**BECKER ELECTRIC, INC**

222 South 16th Street P O Box 1563  
BISMARCK ND 58502 1563  
(701) 223 7630

**MEMO**

TO

State of North Dakota

DATE

July 28, 1999

SUBJECT

City of Mandan  
Transformer from  
Mandan Water

Att: Jeff Burgess

Dear Sir

Enclosed are copies of all correspondence  
I have had with the EPA regarding shipping  
a Transformer

Item 1

Original PO and manifest

Item 2

Original letter from EPA

Item 3

Background Information

Item 4

Information Request

Item 5

Information sent in

Item 6

my information letter to give  
background of transformer

Item 7

EPA Settlement (July 21, 1999)

As I stated to you by phone, Becker Elec  
simply picked up this transformer owned by the  
city of Mandan and placed it on the EPA approved  
truck and had it sent to an EPA approved  
disposal site. The site owner later was  
un approved by EPA

Sincerely



**222 South 16th Street P O Box 1563  
BISMARCK ND 58502 1563  
(701) 223 7630**

**TO**

1<sup>st</sup> 12-when I gave  
" " Monroe Street  
" CPH  
COB-173

DATE	11 / 11 / 1984
SUBJECT	1) London Water Plant

Dear Sir,  
I have the pleasure to inform you that the  
Pauline is now in the hands of the  
regarding the same. We are  
looking for the owner  
former. In question, your  
the owners name in the enclosed letter  
& all mine at hand.

11 June 1960  
June 1960  
June 1960  
June 1960

3225

as found when the subject's school  
 records were reviewed the transformer from  
 City of Madison and sent on truck  
 owned by PCB Inc of Madison & P  
 Becker Inc. However, owner of the transformer  
 is in Detroit. Offer would be  
 sent to the City of Madison as  
 they were the generator of the transformer

Sincerely,



# KATTEN MUCHIN & ZAVIS

LOS ANGELES CA  
W OR  
WASHINGTON DC

525 WEST MONROE STREET SUITE 1600  
CHICAGO ILLINOIS 60661 3693

LEPHON  
(312) 902 5200  
TELECOPIER  
(312) 902 06

WR ERS DIRECT DATA NUMBER  
312 902 5300

July 21 1999

Becker Electric  
P O Box 1565  
Bismark ND 58502

Re: PCB Treatment, Inc ("PTI") Sites, Kansas City, KS and Kansas City, MO  
( Sites' ) Early Cash Out Settlement Offer

Dear Sir or Madam

The United States Environmental Protection Agency Region VII ( EPA ) has identified your company as a potentially responsible party ( PRP ) at the above referenced Sites. This firm represents the PRP Steering Committee for the Sites ( Steering Committee ) which is comprised of several of the larger PRPs at the Sites. As explained below, this letter offers your company an opportunity to settle your environmental liabilities at the Sites.

The Steering Committee has received numerous requests from PRPs for an early settlement of potential liability at the PTI Sites. In response to these requests, the Steering Committee is making an early cash out settlement offer to PRPs who generated less than 75,000 pounds of waste material. You received this letter because, according to records that the Steering Committee has obtained from EPA, your waste contribution to the Sites is below 75,000 pounds. Enclosed for your review and consideration are the following documents:

1. Cash Out Settlement Questions & Answers ( Q&A ) and
2. Cash Out Settlement Agreement

The Q&A was prepared to assist you in reviewing and evaluating the Steering Committee's offer. The Q&A contains information concerning various topics, including the background of the Sites, EPA's involvement at the Sites, and, most importantly, the terms and advantages of the Steering Committee's settlement offer.

Your waste in total for the Sites was determined by EPA, not the Steering Committee. EPA has given all PRPs an opportunity to challenge this waste in determination. Please note that if evidence later arises indicating that your actual waste in contribution is more than twenty percent



July 21 1999

Page 2

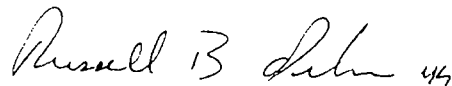
(20%) higher than the amount for which you settle the settlement agreement with the Steering Committee will be voidable

Finally the Steering Committee would like to clear up any confusion you may have concerning the relationship between the PTI Sites and another Superfund site the Osage Metals Site ( Osage ). In particular some parties have expressed confusion as to whether parties that settled with EPA for Osage also resolved their liability for the PTI Sites. Certain parties are under the impression that they have settled their liability at the PTI Sites by entering into a Consent Decree with EPA for Osage. This is not the case. Osage is historically related to the PTI Sites (PTI transferred some PCB capacitor waste to Osage) but Osage is an entirely separate site for purposes of liability. *Acceptance of EPA's settlement offer for Osage does not settle your liability for the PTI Sites*

*The Steering Committee's cash out offer is an opportunity for you to settle your liability for the PTI Sites early in the Superfund process. Further, the Steering Committee is making this offer in response to the numerous requests it has received from PRPs for an early settlement offer. For additional information we strongly encourage you to read the Q&A included in your cash out offer package.*

Please feel free to call me or Adam Meek at (312) 902 5200 with any questions, comments or requests for additional information. We look forward to working with you to provide prompt and final closure of this matter for your company.

Sincerely



Russell B. Selman

Enclosures



## **PCB TREATMENT, INC SITE KANSAS CITY, MO & KS BACKGROUND INFORMATION**

PCB Treatment Inc (PCB Inc) was authorized to treat and dispose materials containing polychlorinated biphenyls (PCBs). PCB Inc began operations at 2100 Wyandotte Street Kansas City Missouri during 1982. A portion of the operations were moved to 45 Ewing Street Kansas City Kansas during September 1984. PCB Inc was an authorized PCB treatment and disposal facility from 1982 until 1986. During this time period PCB Inc used several different aliases which included PCB Inc of Missouri, PCB Inc of Kansas, Environmental Resource Management Inc (ERMI), PCB Inc, and EnviroSure (which acted as a marketing arm for the company).

Customers of PCB Inc included the federal government, rural electric cooperatives, utility companies, cities, states, and large and small business. During the period of operation, PCB Inc received shipments of materials contaminated with PCBs (at varying degrees from slightly greater than 50 parts per million (ppm) to nearly 100% PCBs) from approximately 1500 entities. The total weight of materials sent to PCB Inc for treatment and disposal was in excess of 25 million pounds.

PCB Inc was issued a Notice of Violations (NOV) and assessed a monetary penalty after a 1985 inspection of the facility. (The inspection was performed pursuant to the requirements set forth in the Toxic Substances Control Act (TSCA)). The authorization to treat and dispose PCBs was initially issued for a time period of 3 years. The authorization was not renewed at the end of 1986 when it expired. The Environmental Protection Agency (EPA) required that PCB Inc pay a monetary penalty and clean the structures at 2100 Wyandotte and 45 Ewing Streets to provide a clean closure of the facility. Efforts were made to clean both structures; however, it was not possible for those performing the clean up to attain residual PCB concentrations within the buildings or in the exterior soils which complied with TSCA Spill Policy requirements. The PCB Inc site was referred to Superfund during early 1995. Information request letters were sent to the building owners pursuant to Section 104 of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA commonly known as Superfund) during May 1995. Approximately 1250 former PCB Inc customers were issued CERCLA information request letters during August 1995. Notice letters which formally notify the recipient of Superfund liability in connection to the Site are being sent to approximately 1200 former customers. Additional information request letters with a notice of liability will be sent during 1997 to recently identified PCB Inc customers. It is estimated that an additional 500 information request/notice letters will be sent during 1997. The information provided in the individual responses have been used along with records obtained from PCB Inc to develop a database. The database information will be used to assess responsibility for costs associated with cleanup of the PCB Inc site.

A group of former PCB Inc customers (Group) met with EPA during 1995. The Group volunteered to perform characterization of the PCB Inc facility and to evaluate possible methods



of addressing the contamination found within the structures and in the exterior soils. The agreement was incorporated into an Administrative Order on Consent (AOC) signed by the EPA and the Group. Work required by the AOC is being planned and implemented by the Group with oversight by EPA. At the conclusion of the work required by the AOC, a decision will be made regarding the response action(s) to be taken to address the contamination at the Site. Opportunity to settle with EPA, either as a *de minimis* or non *de minimis* party, will be provided to all former PCB Inc. customers at that time. All parties will be notified of the preferred response technology and the associated costs prior to the actual decision making. All parties will be afforded the opportunity to comment on the proposed decision. Typically, interested parties are provided 30 days to comment on the proposed decision.



## **CASH-OUT SETTLEMENT AGREEMENT**

### ***PCB Treatment, Inc Sites***

**THIS SETTLEMENT AGREEMENT** ( Agreement ) is entered into by and among the Members of the PCB Treatment Inc Steering Committee as identified on Appendix A each of them individually and collectively ( **STEERING COMMITTEE** ) and the party identified on Appendix B its predecessors successors and assigns jointly and severally (hereinafter referred to as **SETTLOR** ) The **STEERING COMMITTEE** and the **SETTLOR** are collectively referred to herein as the Parties

### **RECITALS**

**A** The Parties have been identified as parties who may have liability under the Comprehensive Environmental Response Compensation and Liability Act as amended 42 U S C §§ 9601 *et seq* ( **CERCLA** ) the Resource Conservation and Recovery Act as amended 42 U S C §§ 6901 *et seq* ( **RCRA** ) the Missouri Hazardous Waste Management Law V A M S § 260 350 *et seq* ( **MHWML** ) and the Kansas Superfund Law K S A 65 3452a *et seq* ( **KSL** ) in connection with the alleged generation transportation storage treatment disposal or release or threatened release of materials regulated under Section 6(e) of the Toxic Substances Control Act ( **TSCA** ) 15 U S C § 2601 *et seq* and Part 761 of the Code of Federal Regulations 40 CFR Part 761 *et seq* ( **PCB materials** ) at to or from the PCB Treatment Inc facilities located at 2100 Wyandotte Street in Kansas City Missouri and 45 Ewing Street in Kansas City Kansas (collectively the **Sites** )

**B** It is specifically recognized that at the present time the precise nature of the release or threat of release to be remediated and/or removed has not been determined that the precise nature scope and cost of the remedial and/or removal measures to be undertaken may not be known for several years that the costs and effectiveness of those actions will not be known until or possibly after the measures are taken and the costs are incurred and that the full extent of any human health or environmental impacts is unknown at this time All Parties hereto recognize that substantial response costs may be incurred in the future in connection with the **Sites**

**C** Due to the uncertainties costs time and legal issues associated with litigation and/or administrative proceedings dealing with the **Sites** the Parties desire to resolve any and all claims among the Parties relating to the **Sites** that have been asserted or could be asserted either now or in the future including but not limited to claims under **CERCLA RCRA TSCA MHWML KSL** or comparable federal or state statutes federal or state common law claims as well as any claims which may be filed by any other person or entity in connection with the presence of hazardous



substances including without limitation PCB materials and other materials or chemicals produced by or associated in any way with the management of the PCB materials at the Sites (including but not limited to all claims involving remedial investigations and feasibility studies records of decision response actions remedial design and remedial action and any other activity related to the Sites under CERCLA RCRA MHWML KSL or comparable federal or state statutes now in effect or as any of the same may be amended from time to time or any other statute or federal or state common law) subject however to the limitations set forth herein specifically including the limitations set forth in Section 3 The compromise and settlement contained in this Agreement is for the administrative convenience of the Parties

**D** Region VII of the United States Environmental Protection Agency ( EPA ) has sent a CERCLA General Notice Letter ( Notice Letter ) to the SETTLOR identifying the SETTLOR as a potentially responsible party for the Sites

**E** For the consideration described herein including SETTLOR's payment of the Settlement Amount identified on Appendix B and except as specifically limited by this Agreement the members of the STEERING COMMITTEE ( Members ) have agreed

(1) except for Claims for breach of this Agreement to release indemnify defend and hold harmless the SETTLOR from and against and to covenant not to sue the SETTLOR with respect to any and all Covered Claims as defined in Section 2 below that have been or could be asserted either now or in the future against SETTLOR with respect to the Sites

(2) to indemnify to defend and hold harmless the SETTLOR from and against any and all Covered Claims of the United States and the States of Kansas and Missouri any other federal state or local government or quasi governmental entity and any other person or entity that have been or could be asserted either now or in the future against SETTLOR with respect to the Sites

(3) to the extent necessary to apply the amount of monies received from the SETTLOR pursuant to this Agreement toward appropriate activities at the Sites or otherwise to address the release or threat of release of hazardous substances as that term is defined in CERCLA 42 U S C § 9601(14) ( Hazardous Substances ) at to or from the Sites and

(4) to identify the SETTLOR to the EPA as an entity that has settled its liability with the STEERING COMMITTEE and to seek to identify the SETTLOR in a future EPA administrative consent order or judicially approved consent decree relating to the implementation of the response measures selected for the Sites

**NOW, THEREFORE** in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the Parties the Parties agree as follows



## **1 DEFINITION OF CLAIM**

When used in this Agreement Claim shall mean any civil or administrative claim order demand charge liability obligation action suit damage judgment loss cost expense fine or penalty including but not limited to attorneys fees court costs and other costs of administrative proceedings or litigation

## **2 INDEMNIFICATION AND RELEASE OF LIABILITY FOR COVERED CLAIMS**

Except as specifically limited by this Agreement the STEERING COMMITTEE and its individual Members hereby release and agree forever to indemnify defend and hold the SETTLOR harmless from and against and to covenant not to sue the SETTLOR subject to Section 5 with respect to the following claims (collectively Covered Claims )

a any and all Claims that the STEERING COMMITTEE the Members (identified on Appendix A) or any person who may become a Member now or in the future has asserted or could assert now or in the future against the SETTLOR its past and present directors officers holders partners agents or employees under CERCLA RCRA TSCA MHWML KSL or any comparable federal or state statutes now in effect or as any of the same may be amended from time to time or common law in connection with the alleged presence generation transportation storage treatment disposal or the release or threatened release of Hazardous Substances at to or from the Sites including natural resource damages and

b any and all Claims against the SETTLOR its past and present directors officers shareholders partners agents or employees asserted or filed or which could be asserted or filed now or in the future by any person or entity not a party to this Agreement including but not limited to Claims of the United States and the States of Kansas or Missouri and any other federal state or local governmental or quasi governmental entity arising from or in any way connected to any alleged liability of the SETTLOR in connection with the alleged presence generation transportation storage treatment disposal or the release or threatened release of Hazardous Substances at to or from the Sites including natural resource damages

## **3 NON COVERED CLAIMS**

Notwithstanding anything to the contrary contained herein the STEERING COMMITTEE s agreements in Section 2 shall not extend and shall not be construed to extend to the following (collectively Non Covered Claims )

a any Claims made against the SETTLOR by third parties pursuant to common law causes of action including but not limited to nuisance trespass negligence toxic torts or strict



liability in connection with the alleged generation transportation storage treatment or disposal of Hazardous Substances by the SETTLOR at the Sites or any other location except for Claims seeking relief or damages for or which are otherwise related to cleanup of property contribution or cost recovery now or in the future

b any Claims made by the United States or the States of Kansas or Missouri arising from alleged omissions from or misrepresentations in SETTLOR's response to requests for information

c any Claim relating to or arising out of the presence generation transportation storage treatment management or disposal of Hazardous Substances by the SETTLOR at any location other than the Sites except to the extent that such Hazardous Substances migrated through the air soil or groundwater from the Sites to such other location

d any Claims not relating to the Sites

e any contractual Claims by or against the SETTLOR relating to the Sites

f any Claims relating to the Sites that do not arise from the presence generation transportation storage management processing releases or threatened releases at to or from the Sites of PCB materials and/or Hazardous Substances directly related to former PCB related activities at the Sites

g any Claims relating to PCB materials intended to be sent to the Sites but which were actually sent to a location other than the Sites

h any Claims relating to property damage or diminution of value concerning the Sites other than Claims under CERCLA RCRA TSCA MHWML KSL or any comparable federal or state statutes now in effect or as any of the same may be amended from time to time or common law relating to the alleged presence generation transportation storage treatment disposal or the release or threatened release of Hazardous Substances at to or from the Sites

i any Claims relating to the SETTLOR's obligation to respond to information requests or other governmental regulatory obligations or

j any Claims based on or related to any waste in volume and associated liability which is twenty percent (20%) or more in excess of the weight or quantity of materials identified on Appendix B to this Agreement



#### **4 CONSIDERATION**

a In consideration of the agreements herein the SETTLOR agrees to pay to the STEERING COMMITTEE the settlement amount identified on Appendix B ( Settlement Amount ) As provided in Section 9 this Agreement will not be effective until the Steering Committee has received payment of the Settlement Amount

b In consideration of the agreements herein the SETTLOR further agrees not to challenge any remedial or removal measures selected for or undertaken at the Sites or to assert any Claim or cause of action against (i) any party which the Members of the STEERING COMMITTEE have agreed to indemnify in connection with the Sites or (ii) any Member of the Steering Committee except for failure to perform under this Agreement The SETTLOR hereby assigns to the STEERING COMMITTEE (x) any defenses to any Covered Claims and (y) any contribution claims of the SETTLOR under CERCLA MHWML KSL or other law against any person firm corporation or entity regarding the Sites except the SETTLOR s insurance claims

#### **5 PERFORMANCE UNDER THIS AGREEMENT**

a Upon the signing of this Agreement the SETTLOR shall notify EPA in writing in accordance with Section 11(l) below designating the STEERING COMMITTEE as an additional party to whom any notices issued by EPA relating to the Sites should be sent Upon request by EPA or other governmental entity the STEERING COMMITTEE shall confirm its agreement to accept such notice

b If the SETTLOR has a Claim against it which is a Covered Claim under this Agreement the SETTLOR shall provide the STEERING COMMITTEE with written notice of such Claim in accordance with Section 11(l) below Upon receipt of such notice the STEERING COMMITTEE shall defend the SETTLOR from and against any such Claim Upon request the STEERING COMMITTEE shall provide the SETTLOR with copies of material pleadings relating to the STEERING COMMITTEE s defense including all materials to be requested by the SETTLOR subject to reimbursement of the STEERING COMMITTEE s reasonable copying and handling costs The SETTLOR may engage counsel of its choosing at its own expense in connection with the defense of any Claim however the SETTLOR shall not pay compromise or settle any Covered Claim without first consulting with the STEERING COMMITTEE respecting the same and obtaining the STEERING COMMITTEE s consent to such payment compromise or settlement which consent shall not be unreasonably withheld or delayed The SETTLOR hereby agrees that if any person or entity commences action against the SETTLOR (whether administrative or judicial) in connection with the Sites which is a Covered Claim



i Subject to subsection (ii) below the SETTLOR shall provide written notice to the STEERING COMMITTEE in accordance with Section 11(l) as soon as reasonably possible

ii For Claims requiring an action or a response within (30) days or less including but not limited to an order issued under Section 106 of CERCLA the SETTLOR shall provide the STEERING COMMITTEE with written notice in accordance with Section 11(l) as soon as possible but in no event later than fourteen (14) calendar days prior to any deadline provided the SETTLOR receives actual notice of such claim for responding to such claim The STEERING COMMITTEE shall have seven (7) calendar days from receipt of the SETTLOR s notice to advise the SETTLOR that it has assumed the defense Any costs incurred by the SETTLOR for failure to timely notify the STEERING COMMITTEE shall be borne by the SETTLOR and

iii the SETTLOR shall reasonably cooperate at the STEERING COMMITTEE s reasonable request in connection with the investigation defense litigation or settlement of any Claim or suit subject to this indemnity

c The STEERING COMMITTEE has a continuing obligation to defend indemnify and hold the SETTLOR harmless hereunder provided the SETTLOR shall provide the notices and cooperate as set forth herein The STEERING COMMITTEE s receipt of actual notice that a Covered Claim has been filed against the SETTLOR from a source other than the SETTLOR shall be deemed notice pursuant to this Section

d The SETTLOR agrees to forward all relevant and non privileged documents in its possession or which are received by the SETTLOR after the date of this Agreement relating to the Sites

e In addition to the obligation to cooperate provided in Section 5(b)(iii) the SETTLOR agrees upon request of the STEERING COMMITTEE to reasonably cooperate with the STEERING COMMITTEE in connection with other activities pertaining to the Sites

f In order to obtain contribution protection and a covenant not to sue from EPA or the States of Kansas or Missouri the SETTLOR authorizes the STEERING COMMITTEE to execute on its behalf an Administrative Order Consent Decree or other instrument necessary in the determination of EPA the States of Kansas and Missouri or the STEERING COMMITTEE to secure such covenant not to sue and contribution protection for the benefit of the SETTLOR provided however that no such action by the STEERING COMMITTEE shall increase the SETTLOR s obligations to any party beyond those stated in this Agreement or decrease the STEERING COMMITTEE s indemnification obligations herein The STEERING COMMITTEE shall exercise reasonable good faith efforts to obtain contribution protection and a covenant not



to sue for the SETTLOR as the STEERING COMMITTEE obtains the same from EPA or the States of Kansas or Missouri but the SETTLOR acknowledges that EPA and the States of Kansas or Missouri may not agree to grant or provide such contribution protection or covenant not to sue for the SETTLOR on terms acceptable to the STEERING COMMITTEE and that in such event the terms validity and legal effect of this Agreement shall not be modified or affected

## **6 REPRESENTATIONS OF THE SETTLOR**

a The SETTLOR represents to the STEERING COMMITTEE that to the best of its knowledge as of the date of execution of this Agreement that

i The SETTLOR has provided to EPA all relevant information currently known to be in its possession or otherwise available that is responsive to EPA s §104(e) Information Request and/or EPA s Notice Letter requesting confirmation of quantities of Hazardous Substances sent to the Sites as certified by the SETTLOR in Appendix C to this Agreement

ii The SETTLOR did not generate transport arrange for the treatment or disposal of or otherwise contribute Hazardous Substances to the Sites in excess of the quantity or weight of materials or different from the type of materials currently attributed to the SETTLOR as identified on Appendix B to this Agreement and/or in any waste in database prepared by EPA for the Sites ( Sites Database )

iii The SETTLOR has signed no other agreements and has made no other commitments in connection with the Sites which obligate it to undertake action or pay money and

iv The SETTLOR has received no Claims or notice of Claims (actual or potential) relating to the Sites other than those identified on Appendix D

b The SETTLOR recognizes and agrees that its representations to the STEERING COMMITTEE set forth herein constitute a material inducement to the STEERING COMMITTEE to enter into this Agreement and that but for such representations the STEERING COMMITTEE would not have entered into this Agreement In accordance with its representations herein The SETTLOR shall sign the Agreement and Certification attached hereto as Appendix C Notwithstanding any other provision of this Agreement the STEERING COMMITTEE has the right to cancel this Agreement if it is determined that the SETTLOR materially misrepresented the quantity weight type or nature of Hazardous Substances attributable to the SETTLOR at the Sites Notwithstanding the foregoing the STEERING COMMITTEE further has the right to cancel this Agreement with the SETTLOR in the event that significant new information is discovered demonstrating that the weight of materials attributable to SETTLOR is twenty percent



(20%) or more in excess of the weight or quantity of materials identified for the SETTLOR on Appendix B to this Agreement. For purposes of this Agreement, significant new information includes, without limitation, any information not known by the STEERING COMMITTEE at the time of executing this Agreement relating to the quantity, weight, type or nature of Hazardous Substances attributable to the SETTLOR at the Sites. In the event of such cancellation under this Section, the Settlement Amount paid by the SETTLOR shall be retained by the Steering Committee, but shall be deducted from any future allocation of response costs to the SETTLOR.

## **7 RESERVATION OF RIGHTS**

a. Nothing in this Agreement is intended to be nor shall be construed as a release or covenant not to sue for any claim or cause of action, past or future, in law or in equity, which any of the Parties may have against the other for Non Covered Claims or for any breach of the Agreement or the exercise of rights to enforce this Agreement.

b. Nothing herein is intended to waive or release any of the STEERING COMMITTEE's claims, causes of action or demands in law or equity against any person, firm, partnership, corporation, organization, governmental entity or any other entity not a signatory to this Agreement or other party not referenced in Section 2 of this Agreement for any liability such entity may have arising out of or relating in any way to the presence, generation, storage, treatment, handling, transportation, disposal or release of Hazardous Substances at, to or from the Sites.

## **8 NO ADMISSION OF LIABILITY**

The execution of this Agreement shall not, under any circumstances, be construed as an admission by any Party to this Agreement of any liability with respect to the Sites or with respect to any waste containing or constituting Hazardous Substances allegedly contributed to the Sites. This Agreement shall not constitute or be used as evidence or an admission of any liability or fact or a concession of any question of law by the Parties, nor be admissible in any proceeding except in an action to seek enforcement of any terms herein.

## **9 EFFECTIVE DATE**

This Agreement shall be effective upon execution by the Parties and deposit of the Settlement Amount in the Trust Fund.

## **10 NO RELEASE OF NON PARTIES**

Except as otherwise provided in this Agreement, it is not the intention of the Parties hereto to release any other persons or entities not parties to the Agreement or parties referenced in



Section 2 from any claims or liabilities. Except as limited by Sections 2(a) and 4(b), all rights to pursue such parties are expressly reserved.

## **11 MISCELLANEOUS PROVISIONS**

a       **Governing Law** This Agreement shall be construed according to the laws of the State of Missouri regardless of any conflict of law provisions which may apply. Any and all actions at law or in equity which may be brought by any of the Parties to enforce or interpret this Agreement shall be brought only in the State of Missouri.

b       **Severability** In the event that any provision of this Agreement is determined by a court to be invalid, the remainder of this Agreement shall not be affected thereby and shall remain in force, provided, however, that if the obligations of the STEERING COMMITTEE as set forth in Section 2 herein are determined by a court to be invalid, the entirety of this Agreement shall be null and void and the amounts paid by the SETTLOR shall be refunded.

c       **Confidentiality** All parties to this Agreement agree to keep the terms of this Agreement confidential to the greatest extent practicable, provided that such may be disclosed on court order or as otherwise required by law, to insurers of the SETTLOR or to any party filing or making a demand associated with a Covered Claim. If a party to this Agreement intends to disclose the terms of the Agreement in whole or in part, except as provided above, that party shall provide prior written notice of such intent to the other parties, allowing sufficient time prior to such disclosure for the nondisclosing parties to take appropriate action to protect the confidentiality of the Agreement.

d       **Successors and Assigns Included as Parties** Whenever in this Agreement one of the Parties hereto is named or referenced, the legal representatives, successors and permitted assigns of such party shall be included and all covenants and agreements contained in this Agreement by or on behalf of any of the Parties hereto shall bind and inure to the benefit of their respective successors and permitted assigns, whether so expressed or not.

e       **Mediation** If any dispute arises hereunder, the Parties agree to submit the dispute to mediation as a means of resolving said dispute before pursuing litigation against the other.

f       **Legal Fees** If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, misrepresentation or breach in connection with any of the provisions of this Agreement, the successful or prevailing Party shall be entitled to recover reasonable actual attorneys' fees and other costs incurred in that action or proceeding in addition to any other relief to which it may be entitled.



g        **Insurance**    The Parties do not hereby make any agreement or take any action that will prejudice the SETTLOR with respect to its insurers

h        **Section Headings**    The headings of sections of this Agreement are for convenience of reference only    are not to be considered a part hereof    and shall not limit or otherwise affect any of the terms hereof

i        **Modification of the Agreement**    Neither this Agreement nor any provisions hereof may be changed    waived    discharged or terminated orally    but only by instrument in writing signed by the party against whom enforcement of the change    waiver    discharge or termination is sought

j        **Entire Agreement**    This Agreement    consisting of Sections 1 through 11 inclusive    and Appendices A through D    inclusive    constitutes the entire understanding of the Parties and supersedes all prior contemporaneous agreements    discussions or representations    oral or written    with respect to the subject matter hereof    and each of the Parties states that it has read each of the provisions of the Agreement and understands the same

k        **Counterparts**    This Agreement may be executed in any number of counterparts all of which together shall constitute but one original document    Telecopy and/or facsimile copies of original signatures    for all purposes    shall be deemed to be originally executed counterparts of this Agreement

l        **Notices**    Notices effectuating the requirements of this Agreement shall be directed as follows

**To the Steering Committee**

PCB Treatment Inc Steering Committee  
c/o Russell B Selman  
Katten Muchin & Zavis  
525 West Monroe Street Suite 1600  
Chicago Illinois 60661

Facsimile    (312) 902 1061



**To EPA**

Pauletta France Isetts  
Super MOKS  
United States Environmental  
Protection Agency  
Region VII  
901 North 5<sup>th</sup> Street  
Kansas City Kansas 66101

Facsimile (913) 551 7063

All notices or demands required or permitted under this Agreement shall be in writing and shall be effective if sent by registered or certified mail postage prepaid and return receipt requested. Notice shall be deemed received at the time hand delivered. Any Party may also give notice by facsimile transmission which shall be effective upon confirmation by the Party sending the Notice that such facsimile transmission has been received by the Party to whom the Notice has been addressed. Nothing in this Section shall prevent the giving of notice in such manner as prescribed by the Federal Rules of Civil Procedure or the Missouri Rules of Civil Procedures for the service of legal process. Any Party may change its address by giving written notice.



IN WITNESS WHEREOF the undersigned Parties have executed this Agreement designated on their respective signature pages Each Party and the individual executing this Agreement represent and warrant that the individual executing this Agreement has been duly authorized to enter into this Agreement by and to bind the Party on whose behalf such individual is executing

**PCB TREATMENT, INC STEERING COMMITTEE**

By Scot R Campbell  
Scot R Campbell Committee Chair

**SETTLOR**

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

For \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal Employer Identification Number

Its \_\_\_\_\_  
Title of Signatory



## **APPENDIX A**

Consolidated Edison Company of New York Inc

High Voltage Maintenance Corp

Jersey Central Power & Light Company

Long Island Lighting Company

Magnetek Ohio Transformer

MidAmerican Energy Company

Nebraska Public Power District

New York State Electric & Gas Corporation

SCA Chemical Services Inc

Sierra Pacific Power Company

Tri County Electric Cooperative

UtiliCorp United

Westvaco Corporation



## APPENDIX B

NAME OF SETTLOR	BECKER ELECTRIC
TOTAL ESTIMATED WASTE IN <sup>1</sup>	10 800
CAPACITORS	0
DEBRIS	0
OIL	0
TRANSFORMERS	10 800
OTHER	0
SETTLEMENT AMOUNT	\$ 33 900

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<sup>1</sup> Waste in volume represented in pounds



## APPENDIX C

### CERTIFICATION AND AGREEMENT

Notwithstanding any other provision of this Agreement the SETTLOR certifies and agrees specifically as follows

1 In accordance with statutory obligations the SETTLOR has completely and accurately responded to all information requests received from EPA and/or any other relevant governmental agencies including without limitation requests for information pursuant to Section 104(e) of CERCLA relating to SETTLOR s generation transportation disposal arrangement for disposal or other contribution of Hazardous Substances to the Sites ( Information Requests )

2 In accordance with statutory obligations the SETTLOR has and shall continue to provide EPA and/or other relevant governmental agencies with complete accurate and legally sufficient responses to all Information Requests including without limitation forwarding to EPA and/or other relevant governmental agencies information that modifies or supplements the SETTLOR s previous response to any Information Request and

3 The SETTLOR shall within a reasonable time notify the STEERING COMMITTEE of the discovery of information that modifies or supplements the SETTLOR s previous response to any Information Request

By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

For \_\_\_\_\_  
Company Name

\_\_\_\_\_  
Federal Employer Identification Number

Its \_\_\_\_\_  
Title of Signatory



## **APPENDIX D**

- 1 Request(s) for Information from U S EPA Region VII under CERCLA §104(e) regarding the PCB Treatment Inc Sites
- 2 General Notice Letter from U S EPA Region VII regarding the PCB Treatment Inc Sites



## APPENDIX E

[Model Notice Letter to EPA *See* § 5 a ]

[DATE]

Pauletta France Isetts  
Super MOKS  
United States Environmental  
Protection Agency  
Region VII  
901 North 5<sup>th</sup> Street  
Kansas City Kansas 66101

**RE PCB Treatment, Inc ( PTI ) Sites Steering Committee Cash Out Settlement**

Dear Ms France Isetts

This is to notify the United States Environmental Protection Agency ( EPA ) that [SETTLOR] has entered into a Cash Out Settlement with the PTI Steering Committee for the PTI Sites Please copy the Steering Committee as an additional party for any future notices issued by EPA relating to the PTI Sites Thank you for your attention to this matter

Sincerely

[SIGNATURE]

cc Russell B Selman





UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII  
726 MINNESOTA AVENUE →  
KANSAS CITY KANSAS 66101

901 N 5th St  
66101  
New address  
June '99

October 14, 1997

**GENERAL NOTICE LETTER**  
**URGENT LETTER - AL MATTAL PROMPT REPLY NECESSARY**  
**CERTIFIED MAIL RETURN RECEIPT REQUESTED**

BECKER ELECTRIC  
P O Box 1567  
Bismarck ND 58502

Re PCB Treatment Inc Superfund Site  
Kansas City Kansas and Kansas City Missouri

Dear Reader

This letter notifies you of potential liability as defined by Section 107(a) of the Comprehensive Environmental Response Compensation and Liability Act 42 U S C Section 9607(a) as amended (CERCLA) that you may incur or may have incurred with respect to the above referenced site. This letter also notifies you of potential response activities at the site which you may be asked to perform or finance at a later date.

**BACKGROUND INFORMATION**

The PCB Treatment Inc Superfund site (the site) consists of two buildings and the surrounding areas which were operated by waste disposal companies during the 1980s. These companies received waste shipments of polychlorinated biphenyls (PCBs). PCBs are chemicals which were formerly used in electrical equipment to prevent overheating. The companies operated at two locations. One building is located in Kansas City Missouri and the other building is located in Kansas City Kansas. The facilities obtained a permit pursuant to the Toxic Substances Control Act (TSCA) to process and dispose of waste PCBs; however, due to regulatory violations and releases of PCBs at the facilities, the permit was not renewed and the facilities ceased operations in 1986. Efforts to complete closure and clean up of the facilities under TSCA proved unsuccessful due to financial and technical reasons and the facilities were abandoned. Because of the extensive residual PCB contamination, the facilities were referred to the Superfund program to be addressed using CERCLA authorities. *added 10/1/97*

Over 1500 parties sent materials containing PCBs to the site. These materials included transformers, capacitors, PCB oil, regulators, debris and other miscellaneous equipment. Due to the large number of parties, the U S Environmental Protection Agency (EPA) anticipates that a number of parties may qualify for *de minimis* settlements. The EPA's projected timetable for offering these settlements along with other information regarding liability is discussed below.



## NOTICE OF POTENTIAL LIABILITY

The EPA has documented the release or threatened release of hazardous substances pollutants or contaminants at the above referenced site. The EPA has spent or is considering spending public funds on actions to investigate and control such releases or threatened releases at the site. Unless EPA reaches an agreement under which a potentially liable party or parties will properly perform or finance such actions, EPA may perform these actions pursuant to Section 104 of CERCLA.

Under Sections 106(a) and 107(a) of CERCLA, 42 U.S.C. Sections 9606(a) and 9607(a), potentially liable parties may be ordered to perform response actions deemed necessary by EPA to protect the public health, welfare or the environment, and may be liable for all costs incurred by the government in responding to any release or threatened release at the site. Such actions and costs may include, but are not limited to, expenditures for conducting an Engineering Evaluation/Cost Analysis (EE/CA), conducting a removal action, and other investigation, planning, response, oversight and enforcement activities. In addition, potentially liable parties may be required to pay for damages for injury to, destruction of, or loss of natural resources, including the cost of assessing such damages.

The EPA has evaluated information in connection with the investigation of the site. Based on this information, EPA believes that you are a potentially responsible party (PRP) with respect to this site. Potentially responsible parties under CERCLA include current and former owners and operators of the site as well as persons who arranged for disposal or treatment of hazardous substances sent to the site, or persons who accepted hazardous substances for transport to the site. By this letter, EPA notifies you of your potential liability with regard to this matter for the costs associated with investigation and cleanup of this site.

In accordance with CERCLA and other authorities, EPA has already undertaken certain actions and incurred certain costs in response to conditions at the site. These response actions include preliminary investigation of the site by EPA, the performance of an EE/CA by a group of PRPs, EPA oversight costs associated with the EE/CA, and the costs associated with identifying and locating PRPs, as well as information management associated with PRP information. The EPA may expend additional funds for response activities at the site under the authority of CERCLA and other laws.

## SITE RESPONSE ACTIVITIES

The EPA has performed some investigation activities at the site. At present, a group of PRPs is performing an EE/CA under an Administrative Order on Consent with EPA. The purpose of the EE/CA is to evaluate and compare different cleanup alternatives. In addition to the EE/CA, EPA is planning to conduct the following activities at the site:

1. Removal activities at both the Kansas and Missouri facilities, which may include a range of possibilities from cleaning up the contamination inside the buildings and in the



soil surrounding the buildings to demolition of the buildings. Demolition may be necessary if it is determined that the cleanup process would not adequately address the residual risks or if removal of the contaminated areas within the buildings would render the buildings unstable or uninhabitable. After the EE/CA is completed, EPA will make a decision as to which cleanup alternative is preferred by EPA, and hold a formal public comment period so that all interested parties can provide input to EPA before a final decision is made.

2. Follow through activities to monitor, operate, and maintain the completed removal action as required at the site after the removal action is complete.

### **REQUEST FOR INFORMATION**

The EPA is working under the Superfund program to investigate and clean up contamination from hazardous substances, particularly polychlorinated biphenyls (PCBs), from the former PCB Treatment, Inc. facilities at 2100 Wyandotte Street, Kansas City, Missouri and 45 Ewing Street, Kansas City, Kansas (the Sites). Superfund is a federal program designed to clean up hazardous substances that may pose a threat to human health or the environment. (The full name of the Superfund program is the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended by the Superfund Amendments and Reauthorization Act of 1986, which together are referred to as CERCLA.) PCB Treatment, Inc. operated from 1982 until approximately 1987. During that time, the following names were used: PCB Treatment, Inc., PCB, Inc. of Missouri, PCB, Inc. of Kansas, Environmental Resource Management, Inc., and EnviroSure (which according to business records acted as the sales and invoicing agent). PCB contamination has been detected in the buildings and soils at both Sites, and EPA is investigating the nature and extent of this contamination.

As part of this investigation, the EPA is sending information request letters to the owners of the Sites and to all persons who may have sent materials containing PCBs to the Sites. Business records obtained from PCB Treatment, Inc. in response to an information request letter indicates that your firm sent materials to the facility(ies) for treatment and/or disposal. Pursuant to the authority of Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), you are hereby requested to respond to the Information Request enclosed with this letter.

You may assert a business confidentiality claim covering part or all of the information you submit. The manner in which to assert such a claim is set forth in 40 C.F.R. § 2.203(b). The information covered by such a claim will be released by EPA only to the extent and in accordance with the procedures set forth in 40 C.F.R. Part 2, Subpart B. If no such claim accompanies the information when it is received by EPA, it may be made available to the public without further notice to you. You should read these regulations carefully, together with the standards set forth in Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), before asserting a business confidentiality claim, because certain categories of information are not entitled to confidential treatment.



Your response to this Information Request should be mailed within 30 days of receipt of this letter to

Pauletta France Isetts  
Superfund Division  
U S EPA Region VII  
726 Minnesota Avenue  
Kansas City Kansas 66101

The EPA strongly encourages you to give this matter your immediate attention and to respond to the Information Request within the time specified above. Please be advised that the EPA has the authority to compel compliance with this Information Request and to seek penalties in the event of non compliance as set forth in Section 104(e)(5) of CERCLA, 42 U S C § 9604(e)(5)

The EPA plans to review all the information submitted by you and other persons who sent materials to the Sites for the purpose of achieving clean up of the contamination and settlement of all the parties potential liability for the contamination as expeditiously as possible

This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980 44 U S C § 3501 et seq

### **INFORMATION TO ASSIST RESPONSIBLE PARTIES**

To assist PRPs in their understanding of the issues associated with this site EPA is providing the following information as an enclosure to this letter

- 1 A list of names and addresses of PRPs to whom this notification is being sent. This list represent EPA's preliminary findings on the identities of PRPs. Inclusion on or exclusion from the list does not constitute a final determination by EPA concerning the liability of any party for the release or threat of release of hazardous substances at the site
- 2 A background information sheet about the site which explains the history of the site, the nature of the contamination at the site, why the site is being addressed under Superfund and a discussion of past and current response actions at the site

### **PRP STEERING COMMITTEE**

Some of the PRPs at the site have formed a Steering Committee. The Steering Committee has agreed to perform the EE/CA pursuant to an Administrative Order on Consent with EPA. The Steering Committee has indicated that it will enter into negotiations with EPA for the performance of the necessary removal actions at the site. If you would like to be included as a



party to these negotiations EPA recommends that you contact the Steering Committee representative listed below

Russell Selman Esq  
Katten Muchin & Zavis  
525 West Monroe Street Suite 1600  
Chicago IL 60661-5693  
(312) 902-5390

Alternatively EPA encourages each PRP to select one person from its company or organization who will represent its interests

Please note that many parties will qualify as *de minimis* parties pursuant to Section 122(g) of CERCLA 42 U.S.C. § 9622(g). Under this provision of CERCLA and the policies EPA has developed under this provision, certain parties who contributed a relatively small portion of the waste to a site may resolve their liability for site costs by paying a cash settlement. The EPA anticipates offering such settlements to many of the parties at this site. Before offering such settlements, EPA would like to ensure that volumetric and cost information is accurate. Cost information will not be available until EPA selects a response action at the conclusion of the EE/CA process. Therefore, EPA will notify all parties at a later date of 1) the allocation formula to be used to calculate the appropriate cost share, and 2) the names of the parties who will be offered *de minimis* settlements.

### **ADMINISTRATIVE RECORD**

Pursuant to CERCLA Section 113(k), EPA must establish an administrative record that contains documents that form the basis of EPA's decision on the selection of a response action for a site. The administrative record files, which contain the documents related to the response action selected for this site, will be available to the public for inspection and comment. The primary location is generally the EPA Regional office. Because the site is located within the Kansas City area, this will be the only location at which the public may view the administrative record. The administrative record will be completed after conclusion of the EE/CA.

### **PRP RESPONSE AND EPA CONTACT**

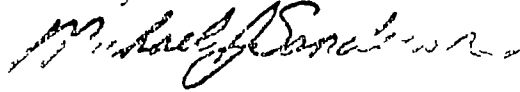
It is not necessary to contact EPA in response to this letter unless you have questions concerning the information contained in this letter. The EPA will send notification at a later date regarding parties eligible for *de minimis* settlements. In addition, an information update will be sent to all parties upon completion of the EE/CA. This update will also contain information regarding initiation of negotiations for performance of removal activities. Again, if you are interested in joining the Steering Committee, please contact Russell Selman at the address listed above.



7701  
7671 John 11/1/13

If you have any questions please call (913) 551 7018 and leave a message. Because of the large number of parties involved at this site, EPA has set up a voice message system at this number that is specifically dedicated to callers who need information on this site. Please leave a message at this number and an EPA employee will return your call as soon as possible.

Sincerely,



Michael J. Sanderson  
Director, Superfund Division

Enclosures

cc Randy Carlson KDHE  
Candice Hamil MDNR  
Russell Selman Katten Muchin & Zavis



1

## INFORMATION REQUEST PCB TREATMENT INC SITES

### INSTRUCTIONS

1 You are required to provide a separate narrative response to each and every question and subpart of a question set forth in this Information Request

2 Precede each answer with the number of the question to which it corresponds

3 If information or documents not known or not available to you on the date of submission of your response to this Information Request should become known or available to you at a later date you must supplement your response to EPA. Moreover should you find at any time after the submission of this response that any portion of the submitted information is false or misrepresents the truth you must notify EPA of this fact as soon as possible and provide EPA with a corrected response

4 For each document produced in response to this Information Request identify the document and indicate on the document or in some other reasonable manner the number of the question to which it responds

5 (A) The information requested herein must be provided even though you may believe that it includes confidential information or trade secrets. You may if you desire assert a confidentiality claim covering part or all of the information requested pursuant to Section 104(e)(7)(E) and (F) of the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) 42 U.S.C. § 9604(e)(7)(E) and (F) and 40 C.F.R. § 2.203(b) by segregating such materials for which a claim of confidentiality is being asserted from those materials for which no claim of confidentiality is being asserted and attaching to those materials for which a claim of confidentiality is being asserted at the time such materials are submitted a cover sheet stamped or typed legend or other suitable form of notice employing language such as trade secret or proprietary or company confidential. Information covered by such a claim will be disclosed by EPA only to the extent and only by means of the procedures set forth in 40 C.F.R. Part 2.

(B) If no such claim accompanies the information when it is received by EPA, it may be made available to the public by EPA without further notice to you. You should read the above cited statute and regulation carefully before asserting a business confidentiality claim because certain categories of information are not properly the subject of such a claim. Information you submit in response to this Information Request may be disclosed by EPA to authorized representatives of the United States pursuant to 40 C.F.R. § 2.310(h) notwithstanding your assertion that all or part of it may be confidential business information. Please be advised that EPA intends to disclose your response to this Information Request to its contractor Dynamac Corporation whom EPA has retained to organize and analyze the information contained in the



responses to this Information Request. If you are submitting information asserted to be confidential business information, you may comment on this intended disclosure within 10 days of receiving this Information Request.

## DEFINITIONS

The following definitions shall apply to the following words as they appear in this Enclosure:

- 1 The term **'you'** or **Respondent'** shall mean the addressee of this Request, the addressee's employees, relatives, contractors, trustees, successors, assigns, and agents.
- 2 The term **person** as used herein includes, in the plural as well as the singular, any natural person, firm, unincorporated association, partnership, corporation, trust, or other entity.
- 3 The terms **Sites** or **facilities** shall mean and include the property on or about 2100 Wyandotte Street, Kansas City, Missouri, and/or 45 Ewing Street, Kansas City, Kansas.
- 4 The term **hazardous substance** shall have the same definition as that contained in Section 101(14) of CERCLA and includes any mixtures of such hazardous substances with any other substances, including petroleum products.
- 5 The terms **pollutant and contaminant** shall have the same definition as that contained in Section 101(33) of CERCLA, and includes any mixtures of such pollutants and contaminants with any other substances, including petroleum products.
- 6 The term **RCRA** shall mean the Resource Conservation and Recovery Act of 1976, as amended, 42 U.S.C. § 6901 et seq.
- 7 The term **TSCA** shall mean the Toxic Substance Control Act of 1976, 15 U.S.C. § 2601 et seq.
- 8 The term **hazardous waste** shall have the same definition as that contained in Section 1004(5) of RCRA.
- 9 The term **solid waste** shall have the same definition as that contained in Section 1004(27) of RCRA.
- 10 The term **materials** shall mean all substances that have been generated, treated, stored, disposed of, or otherwise handled at, or transported to the Sites, including, but not limited to, all hazardous substances, pollutants, and contaminants, hazardous wastes, and solid wastes as defined above, and including, but not limited to, all debris, soils, and liquids containing polychlorinated biphenyls or other hazardous materials.



11 The term **items** shall mean all objects articles or materials that have been generated treated stored disposed or otherwise handled at or transported to the Sites including but not limited to all hazardous substances pollutants and contaminants hazardous wastes and solid wastes as defined above and including all electrical equipment electrical equipment parts or other objects articles or materials containing polychlorinated biphenyls or other hazardous materials

12 The term **identify**" means with respect to a natural person to set forth the person's name present or last known business address and business telephone number present or last known home address and home telephone number and present or last known job title position or business

13 The term **identify'** means with respect to a corporation partnership business trust or other association or business entity (including a sole proprietorship) to set forth its full name address legal form (e.g. corporation partnership etc.) organization if any and a brief description of its business

14 The term **identify'** means with respect to a document to provide its customary business description its date its number if any (manifest invoice or purchase order number) the identity of the author addressor addressee and/or recipient and the substance or the subject matter

15 The term **release** has the same definition as that contained in Section 101(22) of CERCLA, 42 U.S.C. § 9601(22) and includes any spilling leaking pumping pouring emitting emptying discharging injecting escaping leaching dumping or disposing into the environment including the abandonment or discharging of barrels containers and other closed receptacles containing any hazardous substance or pollutant or contaminant

16 The terms **document** and **'documents** shall include (a) writings of any kind formal or informal whether or not wholly or partially in handwriting including by way of illustration and not by way of limitation any invoice receipt endorsement check bank draft canceled check deposit slip withdrawal slip order correspondence record book minutes memorandum of telephone and other conversations including meetings agreements and the like diary calendar desk pad scrapbook notebook bulletin circular form pamphlet statement journal postcard letter telegram telex report notice message analysis comparison graph chart interoffice or intraoffice communications photostat or other copy of any documents (b) microfilm or other film record any photograph sound recording on any type of device any punch card disc or disc pack compact disc or laser disc © any tape or other type of memory generally associated with computers and data processing (together with the identification of necessary software programming instructions and other written material necessary to use such punch card disc disc pack compact disc laser disc tape or other type of memory and together with printouts of such punch card disc disc pack compact or laser disc tape or other type of memory) and (d) (1) every copy of each document which is not an exact duplicate of a document which is produced (2) every copy which has any writing figure or notation annotation or the like of it (3) drafts (4)



attachments to or enclosures with any document and (5) every document referred to in any other document

17 The terms **and** ' and **'or'** shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope

18 The term **arrangement** means every separate contract or other agreement between two or more person

19 The term **transaction** or **'transact** mean any sale transfer giving delivery change in ownership or change in possession

20 Words in the masculine shall be construed in the feminine and vice versa and words in the singular shall be construed in the plural and vice versa where appropriate in the context of a particular question or questions

21 All terms not defined herein shall have their ordinary meaning unless such terms are defined in CERCLA, RCRA, TSCA or Title 40 of the Code of Federal Regulations



## QUESTIONS

- 1 Identify the person(s) answering these questions on behalf of Respondent
- 2 Identify the person to whom future correspondence regarding this matter should be directed
- 3 For each and every question contained herein identify all persons consulted in the preparation of the answer
- 4 Identify all names used by Respondent between 1982 and 1987
- 5 Identify all persons including Respondent's current and former employees who have or may have knowledge information or documents about the generation use purchase treatment storage disposal or other handling of materials equipment or items at or transportation of materials equipment or items to the Sites
- 6 Identify all persons with whom Respondent Respondent's employees or other persons made any arrangements for transportation of materials equipment or items taken to the Sites For each transaction describe the type of arrangements made and submit all documentation relating to such arrangements
- 7 Identify all persons with whom Respondent Respondent's employees or other persons made any arrangements for the storage treatment or disposal of materials or items at the Sites For each such transaction describe the type of arrangement made and submit all documentation relating to such arrangement
- 8 Provide copies of all documents including but not limited to invoices contracts receipts manifests certificates of disposal shipping papers service orders and other documents pertaining to Respondent's transportation of material equipment or items or arrangements for transportation of material equipment or items to PCB Treatment Inc
  - a Identify all documents pertaining to the transportation or arrangement for transportation of material equipment or items to the Wyandotte Street location
  - b Identify all documents pertaining to the transportation or arrangement for transportation of material equipment or items to the Ewing Street location
- 9 Provide copies of all documents including but not limited to invoices contracts receipts manifests certificates of disposal shipping papers service orders and other documents pertaining to Respondent's arrangements for the storage treatment or disposal of material equipment or items at PCB Treatment Inc



- a Identify all documents pertaining to the storage treatment or disposal of material equipment or items to the Wyandotte Street location
  - b Identify all documents pertaining to the storage treatment or disposal of material equipment or items to the Ewing Street location
- 10 Provide any information or knowledge in the possession of Respondent its affiliates contractors or agents relating to PCB Treatment Inc (such as correspondence you may have received from other persons relating to PCB Treatment Inc )
- 11 Provide any information or knowledge in the possession of Respondent relating to the handling or transportation of material equipment or items between the Wyandotte Street and Ewing Street Sites by any person and the purpose for such movement of material equipment or items between the Sites
- 12 Identify all materials equipment or items that were rejected from the Sites For each material equipment or item rejected from the Sites state the reason for such rejection
- 13 State whether Respondent Respondent s employees contractors and/or agents or other persons ever shipped any material equipment or item to the Sites? If so provide the following information for each material equipment or item that was or may have been sent to the Sites
  - a the type of material equipment or item (i e transformer capacitor switch etc )
  - b the size or rating of the material equipment or item
  - c the name of the manufacturer and serial number
  - d the total weight of the material equipment or items
  - e the total weight of oil (in gallons pounds or kilograms) contained in the material equipment or item or the oil capacity of the material equipment or item and the method used to determine the amount or capacity
  - f the type of oil or other fluid that was present or may have been present in such material equipment or item at the time it was sent to the Sites
  - g describe what steps were taken to determine whether the oil or fluid contained PCBs at the time of removal from service or of disposal
  - h any and all documentation including but not limited to analytical data which indicates the concentration of PCBs contained in the oil or fluid

*City of Wyandotte*



- I the date on which the material equipment or item left your facility
- J the time period during which the material equipment or item remained at the Sites
- k the name address and telephone number of the transporter
- l if the material equipment or item was owned by someone other than Respondent identify the person owning such material equipment or item and
- m the name(s) address(es) telephone number(s) and date(s) of ownership of any and all prior owners if any of the material equipment and item

14 With respect to each shipment of oil to the Sites by tanker truck in drums or any other method of shipment provide

- a the total amount of oil in gallons pounds or kilograms contained in each shipment and the method of shipment or type of container used
- b the type of oil or fluid contained in each shipment
- c describe the steps taken to determine whether the oil or fluid contained PCBs at the time of shipment and
- d any and all documentation including but not limited to analytical data that indicates the concentration of PCBs contained in the oil or fluid

15 With respect to soil and debris shipped to the Sites provide the following

- a a description of the constituents of the soil or debris shipped to the Sites
- b the total amount of soil or debris shipped to the Sites in pounds cubic yards cubic feet or other type of measurement Describe the type of measurement
- c describe the steps taken to determine whether the soil or debris contained PCBs at the time of shipment and
- d any and all documentation including but not limited to analytical data that indicates the concentration of PCBs contained in the soil or debris

16 List the EPA RCRA Identification Numbers of Respondent generators brokers and/or transporters if any and identify the corresponding units facilities or vessel assigned these numbers



- 17 If you have reason to believe that there may be other persons whether or not employed by Respondent who may be able to provide a more detailed or complete response to any question or subpart of a question or who may be able to provide additional information or responsive documents identify each such person and the additional information or documents that each may have





BECKER ELECTRIC INC  
P O Box 292  
ABERDEEN SD 57402

Letter

MEMO

LETTER

Phone 225 7914

Date

Oct 26, 1991

To

Pauletta France - Lette  
Super fund Division  
U S EPA Region VII

Subject

726 Minnesota Ave Kansas City Kansas 66101

Gentlemen

As you can see from the enclosed job records, we loaded one Transformer from Mandan, N Dak Water plant, on to a truck provided by PCB Inc of Missouri

The History behind this is as follows

Geo E Haggart, Inc of Fargo N Dak, had a Construction Contract with City of Mandan N Dak, we, Becker Elec, was a sub-contractor to Haggart to do electrical Construction regarding this Contract

In this contract, Becker Elec was to remove the City owned Transformer and load it on to a Truck provided by an EPA approved PCB's Disposal Company. Becker Elec moved the Transformer out of the Mandan City Water plant on to this Truck. As you can see from the job records we paid PCB's Inc of South Dakota for the pick-up and disposal of this Transformer. At no-time was this Transformer the property of Becker Elec or Geo E Haggart Co, we only arranged for pick-up and disposal of the Transformer

☐ Please reply ☐ No reply necessary See Page 2

SIGNED

B.M.B.





BECKER ELECTRIC INC

P.O. Box 292  
ABERDEEN SD 57402

FOLLOW UP LETTER

19

Phone 225 7914

Date

Subject

o. Pr. 1000 10000 (10000)  
1000 1000 1000  
1000 1000 1000  
1000 1000 1000

I do not know much about the transformer,  
it belonged to the city of Mandan, 1000 years,  
if you need more information please ask  
the Mandan City Engineer, Mr. Little 1-1-1  
The city had the transformer located &  
tagged the transformer is containing (1000)  
As I have stated above we were by  
the transporter of the transformer from the city  
of Mandan to S.C.B.'s of South Dakota  
as in sub contract called for

☐ Please reply

☐ No reply necessary

SIGNED





BECKER ELECTRIC INC

P O Box 292  
ABERDEEN SD 57402

FOLLOW-UP DATE

19

Phone 225 7914

To

1. 1st - 1st - 1st - 1st  
2. 1st - 1st - 1st - 1st  
3. 1st - 1st - 1st - 1st

1. 1st - 1st - 1st - 1st

Date

Mar 1, 1997

Subject

1st - 1st - 1st - 1st  
City of Mandan

1. 1st - 1st - 1st - 1st
2. 1st - 1st - 1st - 1st
3. 1st - 1st - 1st - 1st
4. 1st - 1st - 1st - 1st
5. 1st - 1st - 1st - 1st
6. 1st - 1st - 1st - 1st
7. 1st - 1st - 1st - 1st
8. 1st - 1st - 1st - 1st
9. 1st - 1st - 1st - 1st
10. 1st - 1st - 1st - 1st
11. 1st - 1st - 1st - 1st
12. 1st - 1st - 1st - 1st
13. 1st - 1st - 1st - 1st

☐ Please reply

☐ No reply necessary

SIGNED





BECKER ELECTRIC INC

P.O. Box 292  
ABERDEEN SD 57402

FOLLOW-UP DATE

19

Phone 225 7914

Date

Nov 10, 1997

Subject

To

audette France letters

- e do not have such information
- f Envirocare Management Corporation claims it was Pure Asheral
- g The city of Mandan, N Dak had the transformer tested and the transformer tested as containing PCB's and was marked
- h Do not have such information
- i It did not leave my property, the transformer was picked up at the transformer owner's property, Mandan Water plant, on 3/10/86, according to OMB # 2000-404 document
- j Do not have any such information
- k PCB Inc, of Missouri, 45 Curing St Kansas City, Mo
- l The owner was City of Mandan, N Dak
- m City of Mandan, City Engineer Tom Little 205 2nd Ave NW Mandan N Dak 58544
- 14 n no shipment one transformer contains oil, do not have information on content
- o Do not know, Envirocare Management documents says it was 'pure asheral'

☐ Please reply

☐ No reply necessary

SIGNED

10-11-97





BECKER ELECTRIC INC

P.O. Box 292  
ABERDEEN SD 57402

FOLLOW-UP DATE

19

Phone 225 7914

Date

7/1/77

Subject

To

Lauretta France - Letts

(3)

- 14 C The owner, city of Mandan, had test made  
d Do not have any such information
- 15 a No soil or debris was sent to site only  
one Transformer  
b One Transformer was sent to site estimated  
weight 2500 lbs  
c No soil or debris sent in to site  
d Does not apply here
- 16 The Transporter call themselves JCB's Inc  
of Missouri Their EIA - ID - Number  
from their document is KSD9809135'5
- 17 The City of Mandan owned the Transformer  
in question, their Representative is Carr  
Letts, city Engineer Mandan N Dak  
Address is 205 1st Ave NW Mandan, N Dak  
58541 Telephone no. 701-667-3215

☐ Please reply

☐ No reply necessary

SIGNED

Lauretta France



# BECKER & HUBER ELECTRIC

1916 East Sweet Avenue  
P.O. Box 1563  
BISMARCK NORTH DAKOTA 58501

(701) 223 7630

# PURCHASE ORDER

1833

Show this Purchase Order Number  
on all correspondence, invoices,  
shipping papers and packages

P.C.B. Inc

P.O. Box 372

Madison, S.D.

57042

att: Tom

605-256-6254

DATE OF ORDER	1181	R.O. NO.
SHIP TO		
Wm. W. Cant		

QUANTITY	UNIT PRICE	TOTAL
1		
Pick-up at Water Plume		
Site, Mandan, N. Dak. One		
750 KVA 2 <sup>nd</sup> Transformer		
Below Elec. Sub Transformer		
on truck, P.C.B. Inc		
provides transportation and		
approved disposal of the		
complete Transformer		
All Insurance by P.C.B. Inc		
for transportation and disposal		
Unit available for period		
in Feb. 1986 (We will advise		
exact date)		
P.C.B. Inc immediately		
Total 12,000.00		
Please send necessary forms		
filled out		
	\$86	36 \$650.00

Please send 3 copies of your invoice

Order is to be entered in accordance with prices, delivery and specifications shown above

Notify us immediately if you are unable to ship as specified

Werner

1172/16

A. Authorized by

TRIPPLICATE



<b>UNIFORM HAZARDOUS WASTE MANIFEST</b>		1 Generator's US EPA ID No <b>EXEMPT</b>		Manifest Document No <b>3031</b>		2 Page 1 of 1		Information in the shaded areas is not required by Federal law					
3 Generator's Name and Mailing Address <b>Becker Electric P O Box 1563 Bismark ND 58502</b>						A State Manifest Document Number							
4 Generator's Phone ( 701 ) <b>223-7630</b>						B State Generator's ID							
5 Transporter 1 Company Name <b>PCB Inc., of Missouri</b>						6 US EPA ID Number <b>MO0980633044</b>							
7 Transporter 2 Company Name						8 US EPA ID Number							
9 Designated Facility Name and Site Address <b>PCB Inc of Missouri 45 Ewing St Kansas City, Ks.</b>						10 US EPA ID Number <b>KSD980963565</b>							
11 US DOT Description (Including Proper Shipping Name Hazard Class and ID Number)						12 Containers		13 Total Quantity		14 Unit Wt/Vol		15 Waste No	
a <b>WASTE POLYCHLORINATED BIPHENYLS TRANSFORMER OIL-1 UN2315 (RQ-10/4.54)</b>						001 CM				P			
b													
c													
d													
J Additional Descriptions for Materials Listed Above						K Handling Codes for Wastes Listed Above							
15 Special Handling Instructions and Additional Information <b>CONTACT (605) 256-6254 IF SPILLAGE OCCURS/PREVENT PERSONAL CONTACT/DAM UP SPILLS/PREVENT WATER CONTAMINATION</b>													
16 GENERATOR'S CERTIFICATION I hereby declare that the contents of this container are fully and accurately described above by proper shipping name and classified packaging and are labeled and in proper condition for transport by highway according to applicable international and national governmental regulations													
Printed/Typed Name <b>Becker Electric</b>						Signature <i>Robert Smith</i>		Date <b>2/10/86</b>					
17 Transporter 1 Acknowledgement of Receipt of Materials						Signature <i>John H. Smith</i>		Date <b>2/10/86</b>					
Printed/Typed Name <b>PCB Inc of Missouri</b>						Signature <i>John H. Smith</i>		Date <b>2/10/86</b>					
18 Transporter 2 Acknowledgement of Receipt of Materials						Signature		Date					
Printed/Typed Name						Signature		Date					
19 Discrepancy Indication Space													
20 Facility Owner or Operator Certification of receipt of hazardous materials covered by this manifest except as noted in Item 19													
Printed/Typed Name <b>PCB Inc, of Missouri</b>						Signature <i>LAWRENCE HICKMAN</i>		Date <b>2/10/86</b>					





ENVIROSURE  
MANAGEMENT  
CORPORATION

2100 Wyandotte Kansas City MO 64108 (816) 471-0684 1 800 558-0128

# INVOICE

No 0431 86-3031

Date FEBRUARY 19, 1986

Sold To BECKER ELECTRIC

P O BOX 1563

BISMARK NORTH DAKOTA 58502

Shipped to ENVIROSURE

2100 Wyandotte

Kansas City MO 64108

Telephone No 701-223-7630

Your Order No 1833		Our Order No <b>CONTRACT</b>		Salesman TOM LARGE	
Date Shipped 2/10/86		Shipped Via PCB-HEMSOTH		F O B BISMARK, SD	
				Term <b>DUE UPON RECEIPT</b>	
Quantity Ordered	Quantity Shipped	Stock Number Description	Price	Per	Amount
1 TRA	1 TRA	PCB CONTAMINATED TRANSFORMER (PURE ALKYL)			
		LUMP SUM PRICE FOR DISPOSAL			\$ 6,500
		TOTAL AMOUNT DUE			\$ 6,500
		ALL ACCOUNTS ARE DUE AND PAYABLE IN TEN DAYS FOLLOWING			
		DATE OF INVOICE A FINANCE CHARGE OF 1 1/2% PER MONTH			
		WHICH IS AN ANNUAL PERCENTAGE RATE OF 18% WILL BE			
		CHARGED ON ALL PAST DUE ACCOUNTS			
		THANKYOU!			

PLEASE RETURN PINK COPY OF INVOICE WITH PAYMENT

INVO